

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

IN RE:) Chapter 11
)
ORION REFINING CORPORATION,) Bank. No. 03-11483 (MFW)
) Adversary No. 03-53939
Debtor.)
MICHAEL G. SYRACUSE, d/b/a)
INTERSTATE SUPPLY COMPANY)
and TEXAS ICO, INC.,)
)
Appellant,)
)
v.) Civ. No. 06-536-SLR
)
ORION REFINING CORPORATION,)
)
Appellee.)

ORDER

At Wilmington this 21st day of May, 2008, having reviewed appellee's motion for re-argument, and the papers filed in connection therewith;

IT IS ORDERED that said motion (D.I. 18) is granted to the following extent: The court agrees that the value of the surplus equipment has not yet been determined. Therefore, page 6 of the court's memorandum order dated April 9, 2008 (D.I. 16) is amended to reflect the above, as follows: "Based on the further principle that the Agreement should be enforced consistently with the parties' course of conduct during the term of the Agreement, I conclude that title passed to Syracuse at the time the

Agreement was executed. **The value of the surplus equipment and the consequent value of Syracuse's recovery from the escrow account shall be determined upon remand."** (Emphasized language has been added consistent with this order)


United States District Judge